(ഡി) ഡാമിന്റെ പണികൾ പൂർത്തിയായി. വലതുകര മെയിൻ കനാലിന്റെയും ഇടതുകര മെയിൻ കനാലിന്റെയും വിവിധ ബ്രാഞ്ച് കനാലുകളുടേയും ഡിസ്ട്രിബ്യൂട്ടറികളുടേയും പണികൾ നടന്നുവരുന്നു.

(ഇ) ഇല്ല.

(എഫ്) ഫണ്ടിന്റെ അപര്യാപ്തത, സ്ഥലം ഏറ്റെടുത്ത് കിട്ടുന്നതിനുള്ള കാലതാമസം, ഏറ്റെടുത്ത ചില പണികളിൻമേൽ നടക്കുന്ന വിജിലൻസ് അന്വേഷണം എന്നീ കാരണങ്ങളാൽ പണികൾ സമയബന്ധിതമായി പൂർത്തിയാക്കുന്നതിന് കഴിയാതെ വന്നിട്ടുണ്ട്.

(ജി) ഇടതുകര മെയിൻ കനാലിന്റെ 33.869 കിലോമീറ്ററും വലതുകര മെയിൻ കനാലിന്റെ 16.512 കിലോമീറ്ററും ബ്രാഞ്ച് കനാലുകളുടെ 18.258 കിലോ മീറ്ററും ഡിസ്ട്രിബ്യൂട്ടറികളുടെ 33.922 കിലോമീറ്ററും പൂർത്തിയായിട്ടുണ്ട്.

(എച്ച്) 1994 നവംബറിൽ.

(ഐ) ഇടതുകര മെയിൻ കനാലിന്റെ 33-ാം കിലോമീറ്റർ വരെയും വലതുകര മെയിൻ കനാലിന്റെ 8 കിലോമീറ്റർ വരെയും മാറാടി ബ്രാഞ്ച് കനാൽ, രാമമംഗലം ബ്രാഞ്ച് കനാൽ എന്നിവയിലൂടെയും വേനൽക്കാലത്ത് വെള്ളം തുറന്നുവിടുന്നുണ്ട്.

## ശിരുവാണിപുഴ കരാർ

21(224) ശ്രീ. കെ. എ. ചന്ദ്രൻ : താഴെ കാണുന്ന ചോദ്യങ്ങൾക്ക് ജലസേചനവും തൊഴിലും വകുപ്പുമന്ത്രി സദയം മറുപടി നൽകുമോ :

(എ) കേരളവും തമിഴ്നാടും തമ്മിലുള്ള ശിരുവാണിപുഴ കരാർ പ്രകാരം എത്ര ഘന അടി ജലമാണ് തമിഴ്നാടിന് അവകാശപ്പെട്ടത് എന്ന് വ്യക്തമാക്കുമോ ;

(ബി) തമിഴ്നാട് ഈ ഡാമിൽനിന്നും പ്രതിവർഷം എത്ര ഘന അടിജലമാണ് കൊണ്ടുപോകുന്നത് ;

(സി) ജലം അളക്കുന്നതിന് ശിരുവാണിയിൽ എന്തൊക്കെ സംവിധാനങ്ങളാണുള്ളത് ; ഇതിലേക്കായി എത്ര ജീവനക്കാരുണ്ട് ;

(ഡി) ശിരുവാണി ജലം, അസംസ്കൃത വസ്തുവായി ഉപയോഗിച്ച് വ്യവസായം നടത്തുന്നതിന് കരാറിൽ വ്യവസ്ഥയുണ്ടോ ;

(ഇ) ഈ ജലമുപയോഗിച്ച് തമിഴ്നാടിൽ ആരെങ്കിലും ഏതെങ്കിലും വ്യവസായം നടത്തുന്നതായി ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ ; എങ്കിൽ വിശദാംശം വെളിപ്പെടുത്തുമോ ;

(എഫ്) ഇല്ലെങ്കിൽ അതേപ്പറ്റി അന്വേഷിച്ച് നടപടി എടുക്കുമോ ;

(ജി) ശിരുവാണി കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ ?



LIBRARY ARCHIVES Kerala Legislative Assembly

ഉത്തരം

(എ) 1.3 ടി.എം.സി. ഫീറ്റ് (1300 മില്യൻ ഘനയടി).

(ബി) കരാറിൽ വ്യവസ്ഥ ചെയ്തിട്ടുള്ള 1300 മില്യൻ ഘനയടി ജലം മാത്രമേ നൽകാറുള്ളൂ.

(സി) ജലം അളക്കുന്നതിന് ശിരുവാണിയിൽ പ്രത്യേകിച്ച് സംവിധാനങ്ങളൊന്നുമില്ല. എന്നാൽ തമിഴ്നാടിന്റെ അടിവാരത്തുള്ള ഫിൽട്ടർ പ്ലാന്റിൽ ജലം അളക്കുന്നതിന് രണ്ട് ജീവനക്കാരെ നിയോഗിച്ചിട്ടുണ്ട്.

(ഡി) ഇല്ല.

(ഇ&എഫ്) ശ്രദ്ധയിൽപ്പെട്ടിട്ടില്ല. എന്നാൽ ശിരുവാണി ജലം ദുരുപയോഗം ചെയ്യുന്നതായ പത്രവാർത്തകളെത്തുടർന്ന് തമിഴ്നാട് സർക്കാരുമായി കത്തിടപാടുകൾ നടത്തിയതിൽ അമ്മൻ മിനറൽ വാട്ടർ ലിമിറ്റഡ് എന്ന കമ്പനി 'ശിരുവാണി മിനറൽ വാട്ടർ' എന്ന പേരിൽ മിനറൽ വാട്ടർ വിൽപ്പന നടത്തുന്നത് ശിരുവാണിയിലെ ജലമുപയോഗിച്ചല്ലെന്നും ഒരു ബോർവെല്ലിൽ നിന്നുള്ള ജലമാണ് ഇതിന് ഉപയോഗിക്കുന്നതെന്നും. ഇതിന് ശിരുവാണി ജലവുമായി യാതൊരു ബന്ധമില്ലായെന്നും തമിഴ്നാട് സർക്കാർ അറിയിച്ചിട്ടുണ്ട്.

(ജി) അനുബന്ധമായി ചേർത്തിട്ടുണ്ട്.†

**മുല്ലപ്പെരിയാർ പദ്ധതി**

22(225) ശ്രീ. വി. ജെ. പൗലോസ് :
ശ്രീമതി റോസമ്മ ചാക്കോ :
ശ്രീ. എം. മുരളി : താഴെ കാണുന്ന ചോദ്യങ്ങൾക്ക് ജലസേചനവും തൊഴിലും വകുപ്പുമന്ത്രി സദയം മറുപടി നൽകുമോ :

(എ) മുല്ലപ്പെരിയാറിൽ നിന്ന് തമിഴ്നാട് എത്ര വെള്ളം കടത്തുന്നു എന്നതിന് സംസ്ഥാന ഗവൺമെന്റിന്റെ പക്കൽ കണക്കുണ്ടോ ;

(ബി) എങ്കിൽ വിശദാംശം നൽകുമോ ;

(സി) ലോവർ ക്യാമ്പിന് സമീപമുള്ള തുറച്ചിപ്പാലം വഴി 2000 ജൂലായ്, ആഗസ്റ്റ്, സെപ്റ്റംബർ മാസത്തിൽ തമിഴ്നാട് എത്ര വെള്ളം അനധികൃതമായി കടത്തി ;

(ഡി) ഈ മാർഗ്ഗത്തിലൂടെ ഒരു സെക്കന്റിൽ എത്ര വെള്ളം തമിഴ്നാടിലേക്ക് പ്രവഹിക്കും ;

(ഇ) ഇത് കൂടാതെ നാല് കൂറ്റൻ പൈപ്പ് വഴി എത്ര വെള്ളം ലോവർ ക്യാമ്പിലേക്ക് പോകുന്നുണ്ട് ;

(എഫ്) തമിഴ്നാടിന്റെ അനധികൃത വെള്ളം കടത്തൽ തടയുവാൻ നടപടിയെടുക്കുമോ ?

---

†അനുബന്ധം X

LIBRARY ARCHIVES Kerala Legislative Assembly

അനുബന്ധം - X

[19-12-2000-ലെ നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നമ്പർ 21 (224) -ന്റെ 'ജി' ഉത്തരം ദയവായി കാണുക]

*CONFIDENTIAL*

*FOR OFFICIAL USE ONLY*

LIBRARY ARCHIVES Kerala Legislative Assembly

# KERALA - TAMIL NADU

# AGREEMENT

ON

# SIRUVANI DRINKING WATER SUPPLY PROJECT

# 1973

# KERALA - TAMIL NADU AGREEMENT ON SIRUVANI DRINKING WATER SUPPLY PROJECT

## AGREEMENT

(a) THE AGREEMENT made this the Nineteenth day of August One Thousand Nine Hundred and Seventy-three between the Governor of Kerala (hereinafter referred to as "the Government of Kerala" which expression shall where the context so admits include his successors in office and assigns) of the one part and the Governor of Tamil Nadu (hereinafter referred to as "the Government of Tamil Nadu" which expression shall where the context so admits include his successors in office and assigns) of the other part.

(b) WHEREAS there exists a masonry overflow dam between latitudes $10^0$-58' North $10^0$-57' North and between $76^0$-37' East and $76^0$-36' East at Muthukulam across the Siruvani River flowing through the State of Kerala for diverting water for drinking purposes to the Coimbatore Municipal Town in the State of Tamil Nadu ;

(c) WHEREAS the Government of Tamil Nadu now want to augment the supply of drinking water to the Coimbatore Municipal Town ;

(d) WHEREAS the Government of Tamil Nadu have sought the permission of the Government of Kerala to construct a new Dam downstream of the existing dam at Muthukulam mentioned above with adequate storage capacity to supply a quantity not exceeding 1,300 M.cft. annually to the Coimbatore Municipal Town for drinking water supply purposes ;

(e) AND WHEREAS the Chief Ministers of the State of Kerala and the State of Tamil Nadu met in conference on May 10,1969* and came to a settlement regarding the construction of the dam and diversion of the water for the said purpose.

---

* See Appendix

LIBRARY ARCHIVES Kerala Legislative Assembly

(f) Now these presents witness and it is hereby mutually agreed as follows :-

(i) The expression "Coimbatore Municipal Town" used in this agreement shall mean the area notified as such under the Tamil Nadu District Municipalities Act, 1920.

(ii) Nothing contained in this agreement shall prejudicially affect the respective rights of the Government of Kerala or the Government of Tamil Nadu to the Cauvery river system in general or the claims of the respective Governments for the water from Bhavani Basin in particular.

*Explanation* :- The Cauvery River system mentioned in this clause shall mean and include the river Cauvery and all its tributaries.

(iii) The Government of Kerala hereby agree to the diversion of water not exceeding 1,300 M.cft. (one thousand three hundred million cubic feet) measured at the intake tower from the reservior every year to the Government of Tamil Nadu for the drinking water supply requirements of the Coimbatore Municipal Town and the neighouring areas with effect from the date on which the new Dam and other appurtenant works are constructed and become operative commissioned partly or completely :

Provided that even before and during the course of construction of such dam and works the Government of Tamil Nadu may divert water upto an extent not exceeding 1,300 M.cft.per year.

*Explanation I.* — For purposes of this agreement drinking water supply shall include the supply of water for domestic, community and industrial needs but shall not inlcude irrigation purposes.

*Explanation II.* —The year shall be the period commencing on the first day of July of every year and ending with the 30th day of June of the succeeding year.

LIBRARY ARCHIVES Kerala Legislative Assembly

(iv) The Government of Kerala will construct at the cost of the Government of Tamil Nadu the Siruvani Drinking Water Supply Project subject to the rules and regulations governing the execution of 'deposit work' as mentioned in the Kerala Public Works Accounts Code. The Project shall consist of a dam at latitude $10^0$-58'-36" north and longitude $76^0$-38'-30" east across the Siruvani River and other appurtenant works inthe Kerala territory (hereinafter referred to as "the Siruvani Drinking Water Supply Project or the Project.")

(v) Notwithstanding the provision of Clause III the Project the salient technical features of which are given in Schedule I shall be constructed to make available a regulated flow of not exceeding 5 cusecs of water down stream in order to meet the riparian requirements in Kerala State.

(vi) The salient technical features of the Project as agreed to between the parties hereto are incorporated in Schedule I appended to this agreement.

(vii) Suitable measuring devices will be installed at the cost of the Government of Tamil Nadu at the points of diversion of water from the reservoir in Kerala State and of commencement of the conveying main supplying drinking water to the Coimbatore Municipal Town and measurements recorded.

(viii) The estimate for the Project will be sanctioned on behalf of the Government of Tamil Nadu by the Government of Kerala as a 'deposit work'as defined in the Kerala Public Works Accounts Code. The Government of Tamil Nadu shall deposit with the Government of Kerala every year in two instalments such amounts as may be required by the Government of Kerala for the construction of the Project. These instalments shall become payable on the first day of January and first day of July every year ; provided however that any amount found unspent at the time of payment of an instalment shall be adjusted towards the amount due under that instalment and balance, if any, alone need be paid.

LIBRARY ARCHIVES Kerala Legislative Assembly

(ix) In addition to the estimated cost of the construction of the Project, the Government of Tamil Nadu shall also pay to the Government of Kerala, on demand, the excess cost, if any, incurred by the Government of Kerala in the consturction of the Project due to the rise in wages of labour, cost of materials, authorised deviation, losses by fire or other unforeseen circumstances.

(x) The Government of Tamil Nadu shall also pay to the Government of Kerala centage charges, at the rate of 16% (sixteen per cent) of the acutal cost of construction of the Project. Such payment shall be made on demand made by the Government of Kerala after the completion of the Project.

(xi) The Government of Kerala shall maintain the Project, when completed, at the cost of the Government of Tamil Nadu.

(xii) The Government of Tamil Nadu shall deposit with the Government of Kerala inadvance every year before the end of the financial year the estimated cost of maintenance of the Project for the succeeding financial year. The actual expenditure incurred on maintenance of the Project including establishment charges and also agency charges at 6% of the above expenditure (six per cent) will be adjusted by the Government of Kerala aganist this advance amount and if the advance amount is found insufficient, the deficit amount will be adjusted against the advance to be deposited for the subsequent financial year.

(xiii) The Government of Kerala and the Government of Tamil Nadu agree that a Joint Control Board consisting of officers of both the State Governments be constituted for the purpose of regulation and supply of water for the drinking water supply requirements of the Coimbatore Municipal Town and the neighbouring areas in accordance with the terms and conditions herein contained. The rules relating to the constitution, function and powers of the Joint Control Board are specified in Schedule II to this Agreement.

LIBRARY ARCHIVES Kerala Legislative Assembly

(xiv) The Project shall be exclusively under the possession and control of the Government of Kerala. The regulation and supply of water from the reservoir shall be done by an officer of the Government of Kerala and the regulation and supply of water through the conveying main shall be done by an officer of the Government of Tamil Nadu. In both these matters, both these officers shall be controlled by the Joint Control Board.

(xv) It is also agreed that free access shall be given by either Government to the officers authorised by the other Government to the Project and all connected installations in both the Kerala and Tamil Nadu States and also to all records and books of accounts relating to the supply and utilisation of such waters.

(xvi) The Government of Kerala shall make available the extent of Government lands required for the Project within the Kerala State. If any property not owned by the Government of Kerala is found necessary for the reservior or the Project the Government of Kerala shall acquire such lands at the cost of the Government of Kerala. The Government of Tamil Nadu shall pay to the Government of Kerala every year an amount calculated at the rate of Rs. 125 per hectare for the use of the entire land made available for the Project. This amount due for the year shall be paid by the Government of Tamil Nadu to the Government of Kerala on or before 1st day of April that year. The cost of rehabilitation of families likely to be evicated or religious institutions to be shifted will be charged to the cost of the construction of the Project.

(xvii) Notwithstanding anything contained in clause (xvi), the rate of Rs. 125 per hectare per annum therin mentioned shall be subject to review by mutual agreement once in 20 (twenty) years from the commissioning of the Project.

LIBRARY ARCHIVES Kerala Legislative Assembly

(xviii) The Government of Kerala shall construct a road to the dam site from the Kerala side. The Government of Tamil Nadu shall pay to the Government of Kerala on demand a sum of Rs. 15 lakhs (Rupees fifteen lakhs) towards the cost of construction of the said road.

(xix) In case the Project is abandoned by the Government of Tamil Nadu and expressly declared so in writing the entire Project shall become the property of the Government of Kerala and the Government of Tamil Nadu shall not have any right to claim any amount as compensation or damage.

(xx) Every dispute, doubt, or difference of opinion or question which may at any time arise between the parties hereto touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration of an Arbitrator to be agreed upon between the parties and failing such agreement, to two Arbitrators one to be appointed by each party hereto and in case of difference of opinion between the two Arbitrators to an Umpire appointed by the said two Arbitrators not later than one month from the date on which such difference of opinion occurs and the decision of the Arbitrator or such Arbitrators or the Umpire, as the case may be shall be final and binding on both the parties. The provisions contained in the Indian Arbitration Act shall apply to the proceedings connected with this arbitration.

(xxi) The Government of Tamil Nadu shall pay to the Government of Kerala the amounts specified in the various clauses of the agreement at the time or time specified in those clauses. In case the Government of Tamil Nadu fails to make such payment on the due dates, the Government of Tamil Nadu shall pay to the Government of Kerala the actual damages caused to the Government of Kerala due to such breach :

LIBRARY ARCHIVES Kerala Legislative Assembly

Provided that in case the Government of Tamil Nadu fails to pay the amount of damages when demanded by the Government of Kerala, the Government of Tamil Nadu shall be liable to pay interest at 12 per cent per annum for the entire amounts due under the agreement as also the damage amount fixed under this clause.

(xxii) The Government of Kerala agree to take all possible steps to complete the Project in about four years.

(xxiii) This agreement shall come into force with immediate effect and shall remain in full force and effect for a period of 99 (ninety-nine) years : provided that this agreement shall, at the option of the Government of Tamil Nadu, be renewed by mutual consent for such period and subject to such terms and conditions as may then be mutually agreed upon.

(xxiv) The schedule appended to this agreement shall form part of this agreement.

In witness therof Shri T. Madhava Menon, Special Secretary to the Government of Kerala, Water and Power Department, for and on behalf of the Governor of Kerala and by the order and direction of the Governor of Kerala and Thiru M.M. Rajendran, Secretary to the Government of Tamil Nadu, Public Works Department for and on behalf of the Governor of Tamil Nadu and by order and direction of the Governor of Tamil Nadu have hereunto set their hands the day and year first above written.

Signed by Shri T. Madhava Menon, Special Secretary
to the Government of Kerala, Water and Power Department, (Sd.)
Trivandrum. For and on behalf of the Governor of Kerala.
In the presence of witnesses :

(1) Shri V. U. K. Nambissan,
Joint Secretary to Government of Kerala, (Sd.)
Water and Power Department.



LIBRARY ARCHIVES Kerala Legislative Assembly

(2) Shri K. Bharathan,
Chief Engineer, General and Projects,
Kerala Public Works Department, (Sd.)
Trivandrum.

Signed by Thiru M. M. Rajendran,
Secretary to the Government of Tamil Nadu.
Public Works Department, Madras, (Sd.)
For and on behalf of the Governor of Tamil Nadu.

In the presence of witnesses :

(1) Thiru S. Vadivelu,
Additional Secretary to Government of (Sd.)
Tamil Nadu, Law Department, Madras.

(2) Thiru S. M. Sulaiman,
Joint Secretary to Government of Tamil
Nadu, Public Works Department , Madras (Sd.)

## SCHEDULE I

(*See* paragraph V of the Agreement)

## SIRUVANI DRINKING WATER SUPPLY SCHEME FOR COIMBATORE TOWN DAM AND APPURTENANT WORKS SALIENT TECHNICAL FEATURES

Main Item :

(1) Masonry dam across the Siruvani River consisting of bulk head and spillway.

(2) An intake tower along with suitable measuring devices.

(3) Other connected works such as :

(i) Approach roads

(ii) Buildings for offices, quarters etc.

(iii) Campus roads

(iv) Electrification, water supply and other facilities.

LIBRARY ARCHIVES Kerala Legislative Assembly

## Technical Features

*Masonary Dam :-*

| | |
|---|---|
| Location | Latitude $10^0$-58'—36" North and Longitude $76^0$—38'—30" East. |
| Catchment area | 22.47 sq. Km. (8.77 sq. miles) |
| Bed Level at dam site | 829.02 m. (2723 ft.) |
| F.R.L. of the proposed reservoir | 878.50 m. |
| M.W.L. of the reservoir | 881.50 m. |
| Live storage capacity | 18.41 M. $m^3$ (650 M.cft) |
| Top level of dam | 883.00 m. |
| Width of road way over the dam | 4.36 m. (14 ft.) |
| Type of dam | Masonry straight gravity. |
| Length of dam at top | 224.00 m. (734 ft.). |
| Crest Level | 878.50 m. |
| Spillway discharge capacity | 435 $m^3$ /Sec. (15300 cusecs). |
| Length of spillway | 49.40 m. (162. 0 ft). |

Pipe sluice to draw 5 cusecs of water for meeting riparian *right will be provided at suitable level.*

*Note:-* Any change in the above will be effected only with the concurrence of both the Governments.

## SCHEDULE II

(*Clause* XIII of the Agreement)

## CONSTITUTION, FUNCTIONS AND POWERS OF THE JOINT CONTROL BOARD FOR THE SIRUVANI DRINKING WATER SUPPLY PROJECT

I *Constitution.*

(1) The Joint Control Board (hereinafter referred to as "the Board") will be constituted with effect from the date of completion of the Project.

LIBRARY ARCHIVES Kerala Legislative Assembly

2. The Board shall consist of :-

1. The Chief Engineer, Projects, Kerala.

2. The Chief Engineer, Public Health Engineering Department, Kerala.

3. The Chief Engineer, Tamil Nadu, Water Supply and Drainage Board.

4. The Chief Technical Officer in charge of the Coimbatore Drinking Water Supply Scheme, Tamil Nadu.

3. The Chief Engineer, Projects, Kerala and the Chief Engineer, Tamil Nadu Water Supplies and Drainage Board shall function as the Chairman of the Board every alternate year. The Chief Engineer, Projects, Kerala will be the first Chairman of the Board. He will hold office for one year from the date of formation of the Board. Thereafter, the Chief Engineer, Tamil Nadu, Water Supply and Drainage Board and the Chief Engineer, Projects, Kerala will function as Chairman alternatley each year.

4. The Governments of Kerala and Tamil Nadu shall respectively have the power to nominate any other officers in place of any of the officers mentioned above.

II. *Power and Functions.*

The Board shall be responsible for :

(a) the proper regulation of the supply of water from the Project to the Coimbatore Municipal town and the neighbouring areas for drinking water supply purposes in accordance with clause XIII of the agreement ;

(b) the proper operation of the outlet sluices to meet the requirements of the water supply scheme from to time as decided by the Board ;

(c) the measurement of the quantity of water released daily for the water supply scheme ; and

(d) any other matter incidental to the above as may be referred to the Board by the two Governments.

LIBRARY ARCHIVES Kerala Legislative Assembly

III *Meeting of the Board.*

The Board shall meet each year as often as possible and decide on a judicious management of waters in accordance with the provisions of this agreement.

IV *Communication of Decisions and their Implementation.*

It shall be the duty of the Chairman to communicate the decisions of the Board to the Chief Engineers concerned. The Chief Engineers concerned shall implement them without delay.

V *Disagreement to be Reported to Government.*

(a) If there is any disagreement between the members of the Board on any matter within the purview of the Board, the Chairman of the Board, shall report the matter to the Governments of Tamil Nadu and Kerala at the earliest, and in any case within a week, with a detailed note explaining the facts of the case, the view points expressed by the representatives of both the Governments and the points of disagreement. He shall also be at liberty to record his recommendations in the matter.

(b) Upon receiving such a report, the two Governments shall as soon as may be, discuss the matter and arrive at a settlement.

(Sd.) (Sd.)

(T. MADHAVA MENON) (RAJENDRAN)

## APPENDIX

The Chief Ministers of Kerala and Tamil Nadu and the Union Minister of Irrigation & Power held discussions on 10-5-1969 at Trivandrum regarding the Parambikulam Aliyar Project and other river water questions of Kerala and Tamil Nadu.

LIBRARY ARCHIVES Kerala Legislative Assembly

The following decisions were taken:

I *Parambikulam Aliyar Project.*

It is agreed to proceed with the construction of the Parambikulam Aliyar Project with the following modifications to the earlier agreed decisions on the subject between Kerala and Tamil Nadu States :—

1. As Tekkadi dam will be omitted, water will be permitted to be drawn by Tamil Nadu from the Nirar river as already agreed to earlier in 1958. The total quantum of water that will be drawn and utilised by Tamil Nadu from the Parambikulam, Peravaripallam and Tunakadavu and proposed Nirar reservoirs will not exceed 16.5 TMC. This is exclusive of water to be drawn from the Nirar Weir. Peruvaripallam and Tunakadavu dams will be constructed by Tamil Nadu and water will be used in Parambikulam Aliyar system.

2. 2.5 TMC of water may be diverted by Tamil Nadu from Anamalier for use in Parambikulam Aliyar System. This, however, will be done after the construction of Edamalayar reservoir is completed by Kerala Government. Kerala Government will undertake projects in the Periyar System without further reference to Tamil Nadu.

3. (a) No joint gauging of all the rivers concerning the Project have been done so far. As per the earlier decisions, the actual flows available in the rivers and the surplus that will be diverted to Kerala areas have to be ascertained by gauging to be done by both Tamil Nadu and Kerala States for a period of 10 years. this joint gauging will be taken up immediately.

   (b) For water regulation, a joint Board consisting of Chief Engineers in charge of Irrigation and a representative each of the Electricity Boards of both the States will be set up.

4. It had been agreed earlier in 1958 that excess over 16.5 TMC upto a maximum of 2.5 TMC may be used in Kerala. For this purpose, Kerala has requested a high level canal branching off from Sethumadai canal or from Sirkarpathy power house. The cost of this canal in Tamil Nadu will be borne by Kerala Government. Waters in excess of 19 TMC, if any, will be let down into the Chalakudy basin, as agreed to earlier.

LIBRARY ARCHIVES Kerala Legislative Assembly

5. The quantum of 7.25 TMC agreed to earlier may be made available every year at the Kerala border. This is exclusive of the flood waters which cannot be used for irrigation. Fortnightly accounts of the water will be reported by Tamil Nadu to Kerala.

II *Bhavani basin.*

Kerala will utilise 2.5 TMC of water in the Bhavani basin for irrigating Attapadi valley lands, after the construction of Siruvani reservoir.

III *Pambar basin.*

Kerala will utilise 0.6 TMC of water in Pambar valley to irrigate lands in Kerala.

IV *Coimbatore water supply.*

A reservior of suitable capacity will be constructed on the Siruvani river to enable reliable drinking water supply of 1.3 TMC to Coimbatore. The cost of the Siruvani dam project in Kerala limits will be borne by the Tamil Nadu Government. The construction of the Siruvani dam will be done by Kerala Government according to the designs and specification of Tamil Nadu Government and as approved by Kerala. The operation of the reservoir for supplying drinking water will be done by a Joint Board of Engineers of both the States.

V *Commencement of work.*

Tamil Nadu and Kerala Governments may proceed with the construction of the projects after the details in regard to Parambikulam Aliyar and Siruvani projects in terms of the agreed decisions taken at the present meeting, are worked out in a month's time.

VI *Kabini and allied matters.*

The question of Kabini and allied matters will be further discussed between Kerala and Tamil Nadu.

| (Sd.) | (Sd.) | (Sd.) |
|---|---|---|
| *Chief Minister* | *Chief Minister* | *Union Minister for* |
| *Kerala.* | *Tamil Nadu.* | *Irrigation & Power.* |

LIBRARY ARCHIVES Kerala Legislative Assembly